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THIS BOOK DOES
NOT CIRCULATE

AN AGREEMENT BETWEEN

CLEMENTON EDUCATION ASSOCIATION
AND THE CLEMENTON BOARD OF EDUCATION
FOR THE SCHOOL YEAR 1973-1974

PREAMBLE

This Agreement entered into this eighteenth day of December, 1972, by and between the Board of Education of Clementon, the Borough of Clementon, New Jersey, hereinafter called the "Board" and the Clementon Education Association, hereinafter called the "Association."

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the major ity representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Teachers

School Nurse

Building Principals

but excluding:

Administrative Principal

Cafeteria Staff

Grounds Employees

Maintenance Employees

Custodial Personnel

Office Personnel

Secretary to the Board

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. A formal resolution will be drawn at a full meeting of the Board at the conclusion of the negotiating sessions as the legal acceptance and implementation of the agreement reached by the negotiating representatives. Signatures will be affixed at this time.
- D. 1. All meetings between the parties shall take place when the teachers involved are free from assigned instructional responsibilities, at a time and place convenient to board members, unless otherwise agreed.
2. Should an amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, after tentative agreement by negotiating parties, adopted by the Board, and then signatures of the legal representatives of the Board and the Association be Affixed.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement, as provided by Chapter 303, Public Laws of 1968.

ARTICLE III

GRIEVANCE PROCEDUREA. Definition

A grievance is a crisis based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and of the interpretation, meaning or application of any of the provisions of the agreement. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers within thirty (30) calendar days from the time when the teacher or group of teachers knew of its occurrence.

The term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or (f) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

B. Procedure

1. Any employee who has a grievance shall discuss it first with his building principal in an attempt to resolve the matter informally at that level.

2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal specifying:

- (a) The nature of the grievance
- (b) The nature and extent of the injury, loss or inconvenience
- (c) The results of previous discussions
- (d) His dissatisfaction with decisions previously rendered

The Building Principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

Article III

Grievance Procedure

3. The employee may appeal the Principal's decision to the Administrative Principal. The appeal must be made in writing reciting the matter submitted to the Building Principal as specified above and his or her dissatisfaction with the decisions previously rendered. The Administrative Principal shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten(10) school days. The Administrative Principal shall communicate his decision in writing to the employee and the Building Principal.

4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Administrative Principal who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he or she shall so notify the Board through the Administrative Principal within ten (10) school days of receipt of the Board's decision.

C. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives of his choosing.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for the mutual aid and protection of the association. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of this membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay. Whenever possible such proceedings will not be scheduled during the teaching day.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the Administrative privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required if there is no conflict in schedules.
- D. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall also pay for any damages incurred to the equipment as a result of Association use.
- E. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the Administrative Principal, but no approval shall be required.

Article V
Association Rights and Privileges

- G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.
- H. All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such program. To the extent prohibited by law, the school board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a board of education.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the majority representative of the teachers and to no other organizations.

ARTICLE VI

SCHOOL CALENDAR

Each school year prior to the adoption of the ensuing year's calendar, the Board will make available to the Association, the proposed school calendar for the purpose of receiving the Association's recommendations concerning said calendar.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster as per existing practice.

ARTICLE VIII

SALARIES

(Application of Schedule A)

- A. The salary guide shall apply to the following groups of employees:

1. Teachers 2. Building Principals 3. Nurses

- B. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

- C. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June.

4. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

5. Teachers shall receive their final checks on the last working day in June.

- D. Conditions Relating To The Guide:

1. Teachers being employed by the Board shall be allowed a maximum of four (4) years prior teaching service in a public school during their first year of teaching in the Clementon School District. An adjustment increment shall be allowed equal to the normal increment until the teacher with prior teaching service credit has attained his place on guide in subsequent years of service.

2. Every teacher who, after July 1, 1940, has served hereafter shall serve, in the military or naval service of the United States or of this State, including active service in the Women's Army Corps, the Women's Reserve or Naval Reserve, or any similar organization authorized by the United States to serve with the Army or Navy, in the time of war or an emergency or for or during

Article VI 11

Salaries

any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to any employment or adjustment increment to which he would have been entitled if he had been employed for the same period of time in some publicly owned and operated college, school, or institution of learning in this or any other state or territory in the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments. Teachers being employed by the Board who had military service prior to teaching in the Clementon District shall be allowed up to one-half of their service time at the initial time of employment in the district. They shall be given an adjustment increment along with their regular increment until they have achieved their normal place on guide in subsequent teaching years in the district. Maximum military service credit shall be up to and including four (4) years.

3. Teachers who are under contract and are teaching in the Clementon District and leave to go into the military service as a result of the Selective Service Act or leave for the Peace Corps, VISTA, National Teachers Corps, or Fulbright Scholarship shall be allowed up to four (4) years credit on the salary guide for military service and up to two (2) years credit on the guide for the previously non-military teaching experiences.

E. In recognition of the value of experienced teachers and loyal service to the district, the Board shall grant service increments over and above their regular place on the salary schedule. This service does not have to be continuous. These increments are to be three-hundred dollars (\$300) and are to be granted upon completion of every tenth (10th) year in the district.

F. Certified teachers doing home tutoring or bedside instruction shall be paid at the rate of \$6.00 per hour.

G. Upon earning an advanced degree a teacher shall be paid according to the salary guide so adopted in Schedule A. Additional pay for professional growth credits on B.A. and Masters levels shall be granted for every fifteen (15) credits above an earned degree in accordance with the salary guide so adopted in Schedule A. Courses taken to be approved by the Board to be considered for increased compensation. Satisfactory completion and evidence of course or courses taken must be presented to the Board.

Article VIII
Salaries

- H. Teaching principals shall be placed at the proper place for a teacher with his experience and education. In addition to this, each principal shall receive \$200 in addition to his regular salary for Watkinson School, and \$400 in addition to his regular salary for the Gibbs School.
- I. Each teacher shall be placed on his proper step of the salary scale beginning with the year of adoption of the scale and in accordance to Schedule A.

ARTICLE IX

ASSOCIATION-ADMINISTRATION LIAISON

The Association shall select a Liaison Committee for each school building which shall meet with the Administrative Principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of the building representatives and the alternates for that building and any such association officers so designated by that building's representatives.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1973-1974 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Administrative Principal for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this Section.

2. Up to three (3) days in a school year in the event of death or serious illness of a Teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, brother, sister, sister-in-law, and any other member of the immediate household.

3. Other leaves of absence with pay may be granted by the Board for good reason.

- B. Leaves taken pursuant to Section A Above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL
IMPROVEMENT

A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principal of continuing training of teachers and the improvement of instruction, whenever required by and approved by the Board.

B. To work toward the ends stated above, the Board agrees to implement the following at the beginning of the 1973-1974 school year:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration and County Superintendent to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day at \$6.00 per hour.

2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs both county and local.

ARTICLE XII

PROTECTION OF TEACHERS,STUDENTS AND PROPERTY

- A. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher, pursuant to ARTICLE XII, Section A.
- C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury.
- D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the Administrative Principal.
2. Such notification shall be immediately forwarded to the Administrative Principal who shall comply with any reasonable request from the teacher for information in the possession of the Administrative Principal relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

Article XII
Protection of Teachers,
Students and Property

- E. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.
- F. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

ARTICLE XIII

INSURANCE PROTECTION

- A. ~~As~~ of the beginning of the 1973-74 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include:

Full Blue Cross/Blue Shield/Rider J/Extended coverage for the individual and up to and including family coverage where appropriate.

3. Carrier shall be Blue/Cross/Blue Shield or New Jersey Public and School Employees Health Benefits Plan, whichever shall be agreed upon by the Board and the Association.

- B. The Board shall provide for the continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and Association. Retirement to take place after age 62 with 15 years service in the district or earlier at the discretion of the Board for employee.

- C. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1973-74 school year, with whatever the carrier shall provide.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be reproduced at the expense of the Association and the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. The Board shall furnish the supplies and the Association shall provide the labor.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by mail or a personally delivered letter to the following addresses:
1. If by Association, to Board at W. T. Gibbs School
White Horse Ave.
Clementon, N.J.
08021
 2. If by Board, to Association at W. T. Gibbs School
White Horse Ave.
Clementon, N.J.
08021

ARTICLE XV

ADVANCED TRAINING

The Board will reimburse certificated staff members at the conclusion of college courses for tuition and books not to exceed \$250.00 for any given school year.

- A. Certificated staff members must apply in writing to the Administrative Principal on a form provided by the Board prior to registering for the course and receive written approval before taking the course. Anticipated expenses to be included in the application.
- B. The purpose of the course shall be Advanced Training and courses for minimum certification will not be approved. Courses relative to elementary education and specialty areas within elementary education or job assignments will be the basis for approval.
- C. A college course must be completed and an official transcript setting forth a passing grade be filed with the Board Secretary before reimbursement will be allowed.
- D. Participation under this Article XV is voluntary and up to the discretion of the certificated staff member and participants will not be paid for time spent in attendance at courses since it is not compulsory on the part of the Board of Administration as set forth in Article XI Professional Development and Educational Improvement.
- E. Certificated staff members must be under contract and returning for employment after September 1 of the new school year before reimbursement for summer school courses can be made.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the eighteenth day of December, 1972.

CLEMENT ON EDUCATION
ASSOCIATION

By Gertrude E. Dove
President

BOROUGH OF CLEMENTON
BOARD OF EDUCATION

By John R. Lesher
President

By Carla Brennan
Secretary

By Robert B. Morris
Secretary

SCHEDULE A
CERTIFICATED SALARY SCHEDULE

<u>Step</u>	<u>Non-Degree</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+15</u>
1	7000	7600	7800	8200	8600	8800
2	7300	7900	8100	8500	8900	9100
3	7600	8200	8400	8800	9200	9400
4	7900	8500	8700	9100	9500	9700
5	8200	8800	9000	9400	9800	10000
6	8500	9100	9300	9700	10100	10300
7	8800	9400	9600	10000	10400	10600
8	9100	9700	9900	10300	10700	10900
9	9400	10000	10200	10600	11000	11200
10	9700	10300	10500	10900	11300	11500
11	10000	10600	10800	11200	11600	11800
12	10400	11000	11200	11600	12000	12200
13	10800	11400	11600	12000	12400	12600
14	11500	12100	12300	12700	13100	13300

NOTE: THIS GUIDE DOES NOT INCLUDE ADDITIONAL \$300 SERVICE INCREMENT.....SEE ARTICLE VIII, SECTION E.